

RECORDATION NO. 18443-7X FILED 1425

MAY 27 1994 - 10 25 AM  
INTERSTATE COMMERCE COMMISSION

Chicago and North Western  
XXXXXX Company  
Railway



May 26, 1994

0100244018

One North Western Center  
Chicago, Illinois 60606

File: A-13777-H  
EOC: O-097

Office of the Secretary  
312.559.6156

RECORDATION NO. 18443-7X FILED 1425

MAY 27 1994 - 10 25 AM

Mr. Sidney Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

RECEIVED  
OFFICE OF THE  
SECRETARY  
MAY 27 10 20 AM '94  
LICENSING BRANCH

Re: Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993, between Chicago and North Western Transportation Company, the Lessee, and Shawmut Bank Connecticut, National Association, not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee under a Trust Agreement, the Lessor, Recorded October 21, 1993 and assigned ICC Recordation No. 18443

and

Trust Indenture and Security Agreement (CNW 1993-B) dated as of October 14, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee and Harris Trust and Savings Bank, as Indenture Trustee, Recorded October 21, 1993 and assigned ICC Recordation No. 18443-A

Dear Mr. Strickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreements are four (4) original counterparts dated as of May 31, 1994 Lease Supplement (CNW 1993-B) No. 8 between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Railway Company, as Lessor, covering 167 Covered Jumbo Hoppers.

Also enclosed for recordation in connection with the above agreements are four (4) original counterparts dated as of May 31,

Mr. Sidney Strickland, Jr.  
May 26, 1994  
Page 2

1994 to Indenture Supplement (CNW 1993-B) No. 8, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering 167 Covered Jumbo Hoppers.

The names and addresses of the parties to the above agreements are as follows:

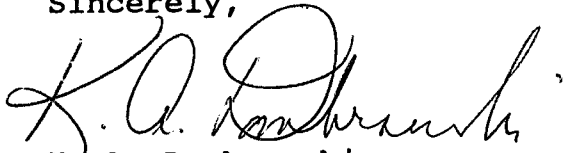
Chicago and North Western Railway Company  
165 North Canal Street  
Chicago, IL 60606

Shawmut Bank Connecticut, National Association  
777 Main Street  
Hartford, CT 06115

Harris Trust and Savings Bank  
311 West Monroe Street  
Chicago, IL 60606

Enclosed is a check to cover the recording fee. Please assign a sub-file recordation number to Lease Supplement No. 8 and to Indenture Supplement No. 8, retain one counterpart for your files and return to me the remaining counterparts with the stamped recordation data.

Sincerely,



K. A. Dombrowski  
Assistant Secretary

Enclosures

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**5/27/94**

**OFFICE OF THE SECRETARY**

**K.A. Dombrowski**

**Assistant Secretary**

**Chicago & North Western RYW. Co.**

**One North Western Center**

**Chicago- Illinois 60606**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 5/27/94 at 10:25am, and assigned  
recording number(s). 18443-X & 18443-Y

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

LEASE SUPPLEMENT (CNW 1993-B) NO. 8

Dated as of May 31, 1994

RECORDATION NO. 18443-7  
FILED 1425

between

MAY 27 1994 - 10:25 AM

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION, INTERSTATE COMMERCE COMMISSION  
Lessor

and

CHICAGO AND NORTH WESTERN RAILWAY COMPANY  
(formerly known as Chicago and North Western  
Transportation Company),  
Lessee

---

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CNW 1993-B), DATED AS OF OCTOBER 14, 1993, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 27 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 33 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

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[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on \_\_\_\_\_, 1994, at \_\_\_\_:\_\_\_\_.M.  
Recordation Number \_\_\_\_\_, and deposited in the office  
of the Registrar General of Canada pursuant to  
Section 90 of the Railway Act of Canada on  
\_\_\_\_\_, 1994 at \_\_\_\_:\_\_\_\_.M.]

**LEASE SUPPLEMENT (CNW 1993-B) NO. 8**

**LEASE SUPPLEMENT (CNW 1993-B) No. 8** dated as of May 31, 1994 (this "Lease Supplement") between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (formerly known as Chicago and North Western Transportation Company), a Delaware corporation ("Lessee");

**W I T N E S S E T H :**

**WHEREAS**, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

**WHEREAS**, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease;

**NOW, THEREFORE**, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. The Funding Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$8,825,449.00 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 6 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease of Railroad Equipment, dated as of October 14, 1993", the "Lease Agreement, dated as of October 14, 1993" or the "Lease, dated as of October 14, 1993," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION,  
not in its individual capacity, but  
solely as Owner Trustee

By: 

Name: MARK A. FORGETTA  
Title: VICE PRESIDENT

LESSEE:

CHICAGO AND NORTH WESTERN  
RAILWAY COMPANY

By: 

Name: J. E. VOLDSETH  
Title: VICE-PRESIDENT FINANCE

Receipt of the original  
counterpart of the foregoing  
Lease Supplement No. 8  
is hereby acknowledged this  
26th day of May, 1994.

HARRIS TRUST AND SAVINGS BANK,  
as Indenture Trustee

By: 

Name: J. BARTOLINI  
Title: VICE PRESIDENT

STATE OF CONNECTICUT )  
 ) SS.:  
COUNTY OF HARTFORD )

On this 25th day of May, 1994, before me personally appeared Mark A. Forgetta, to me personally known, who, by me being duly sworn, says that he is a Vice President of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Dawn P Heintz

Notary Public

My commission expires

**DAWN P. HEINTZ**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 1997

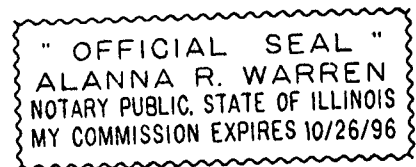


STATE OF ILLINOIS     )  
                              )   SS.:  
COUNTY OF COOK        )

On this 26th day of May, 1994, before me personally appeared John E. Voldseth, to me personally known, who, by me being duly sworn, says that he is Vice President-Finance of Chicago and North Western Railway Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My commission expires: October 26, 1996



## SCHEDULE 1

MAY 31, 1994

UNITS OF EQUIPMENT  
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CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 490393	APRIL 22, 1994	\$52,847
CNW 490394	APRIL 22, 1994	\$52,847
CNW 490396	MAY 23, 1994	\$52,847
CNW 490563	APRIL 25, 1994	\$52,847
CNW 490683	APRIL 29, 1994	\$52,847
CNW 490688	APRIL 29, 1994	\$52,847
CNW 490748	APRIL 29, 1994	\$52,847
CNW 490749	APRIL 29, 1994	\$52,847
CNW 490751	APRIL 27, 1994	\$52,847
CNW 490752	MAY 6, 1994	\$52,847
CNW 490760	MAY 6, 1994	\$52,847
CNW 490761	MAY 23, 1994	\$52,847
CNW 490767	MAY 16, 1994	\$52,847
CNW 490772	MAY 18, 1994	\$52,847
CNW 490775	MAY 18, 1994	\$52,847
CNW 490780	APRIL 29, 1994	\$52,847
CNW 490783	APRIL 22, 1994	\$52,847
CNW 490784	APRIL 27, 1994	\$52,847
CNW 490785	MAY 6, 1994	\$52,847
CNW 490786	APRIL 22, 1994	\$52,847
CNW 490787	APRIL 27, 1994	\$52,847
CNW 490792	MAY 6, 1994	\$52,847
CNW 490795	MAY 23, 1994	\$52,847
CNW 490796	MAY 18, 1994	\$52,847
CNW 490815	APRIL 27, 1994	\$52,847
CNW 490816	MAY 18, 1994	\$52,847
CNW 490818	APRIL 29, 1994	\$52,847
CNW 490820	MAY 16, 1994	\$52,847
CNW 490821	APRIL 29, 1994	\$52,847
CNW 490822	MAY 18, 1994	\$52,847
CNW 490823	MAY 23, 1994	\$52,847
CNW 490826	MAY 16, 1994	\$52,847
CNW 490834	MAY 2, 1994	\$52,847
CNW 490836	MAY 6, 1994	\$52,847
CNW 490837	MAY 13, 1994	\$52,847
CNW 490838	MAY 23, 1994	\$52,847
CNW 490842	MAY 13, 1994	\$52,847
CNW 490855	MAY 16, 1994	\$52,847
CNW 490858	APRIL 21, 1994	\$52,847
CNW 490861	APRIL 21, 1994	\$52,847
CNW 490862	MAY 5, 1994	\$52,847
CNW 490864	MAY 5, 1994	\$52,847
CNW 490865	MAY 5, 1994	\$52,847
CNW 490866	MAY 5, 1994	\$52,847
CNW 490869	MAY 5, 1994	\$52,847
CNW 490870	MAY 5, 1994	\$52,847

## SCHEDULE 1

MAY 31, 1994

UNITS OF EQUIPMENT  
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CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 490872	MAY 2, 1994	\$52,847
CNW 490874	APRIL 21, 1994	\$52,847
CNW 490876	APRIL 25, 1994	\$52,847
CNW 490877	APRIL 21, 1994	\$52,847
CNW 490878	APRIL 25, 1994	\$52,847
CNW 490880	APRIL 25, 1994	\$52,847
CNW 490881	MAY 5, 1994	\$52,847
CNW 490882	APRIL 25, 1994	\$52,847
CNW 490883	APRIL 25, 1994	\$52,847
CNW 490884	MAY 2, 1994	\$52,847
CNW 490885	MAY 16, 1994	\$52,847
CNW 490886	MAY 16, 1994	\$52,847
CNW 490887	APRIL 28, 1994	\$52,847
CNW 490888	MAY 5, 1994	\$52,847
CNW 490889	APRIL 25, 1994	\$52,847
CNW 490890	MAY 16, 1994	\$52,847
CNW 490891	APRIL 25, 1994	\$52,847
CNW 490892	MAY 24, 1994	\$52,847
CNW 490893	MAY 2, 1994	\$52,847
CNW 490894	MAY 2, 1994	\$52,847
CNW 490896	APRIL 21, 1994	\$52,847
CNW 490899	APRIL 28, 1994	\$52,847
CNW 490901	MAY 16, 1994	\$52,847
CNW 490902	APRIL 21, 1994	\$52,847
CNW 490903	APRIL 28, 1994	\$52,847
CNW 490904	MAY 2, 1994	\$52,847
CNW 490905	APRIL 28, 1994	\$52,847
CNW 490906	APRIL 28, 1994	\$52,847
CNW 490907	MAY 31, 1994	\$52,847
CNW 490908	MAY 16, 1994	\$52,847
CNW 490909	APRIL 28, 1994	\$52,847
CNW 490910	APRIL 28, 1994	\$52,847
CNW 490911	APRIL 28, 1994	\$52,847
CNW 490912	MAY 16, 1994	\$52,847
CNW 490913	MAY 31, 1994	\$52,847
CNW 490914	APRIL 28, 1994	\$52,847
CNW 490915	MAY 16, 1994	\$52,847
CNW 490916	MAY 10, 1994	\$52,847
CNW 490917	MAY 10, 1994	\$52,847
CNW 490918	MAY 10, 1994	\$52,847
CNW 490919	MAY 19, 1994	\$52,847
CNW 490920	MAY 31, 1994	\$52,847
CNW 490921	MAY 10, 1994	\$52,847
CNW 490922	APRIL 28, 1994	\$52,847
CNW 490923	APRIL 28, 1994	\$52,847
CNW 490924	MAY 10, 1994	\$52,847

## SCHEDULE 1

MAY 31, 1994

## UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 490925	MAY 16, 1994	\$52,847
CNW 490926	MAY 10, 1994	\$52,847
CNW 490927	MAY 10, 1994	\$52,847
CNW 490928	MAY 5, 1994	\$52,847
CNW 490929	MAY 10, 1994	\$52,847
CNW 490930	MAY 5, 1994	\$52,847
CNW 490931	MAY 5, 1994	\$52,847
CNW 490932	APRIL 28, 1994	\$52,847
CNW 490933	MAY 2, 1994	\$52,847
CNW 490934	APRIL 28, 1994	\$52,847
CNW 490935	MAY 16, 1994	\$52,847
CNW 490936	MAY 5, 1994	\$52,847
CNW 490937	MAY 2, 1994	\$52,847
CNW 490938	MAY 19, 1994	\$52,847
CNW 490939	MAY 5, 1994	\$52,847
CNW 490940	MAY 10, 1994	\$52,847
CNW 490941	MAY 2, 1994	\$52,847
CNW 490942	MAY 16, 1994	\$52,847
CNW 490943	MAY 10, 1994	\$52,847
CNW 490944	MAY 16, 1994	\$52,847
CNW 490945	MAY 10, 1994	\$52,847
CNW 490946	MAY 31, 1994	\$52,847
CNW 490947	MAY 10, 1994	\$52,847
CNW 490948	MAY 10, 1994	\$52,847
CNW 490949	MAY 19, 1994	\$52,847
CNW 490950	MAY 31, 1994	\$52,847
CNW 490951	MAY 10, 1994	\$52,847
CNW 490952	MAY 10, 1994	\$52,847
CNW 490953	MAY 31, 1994	\$52,847
CNW 490954	MAY 31, 1994	\$52,847
CNW 490955	MAY 31, 1994	\$52,847
CNW 490956	MAY 31, 1994	\$52,847
CNW 490957	MAY 31, 1994	\$52,847
CNW 490958	MAY 31, 1994	\$52,847
CNW 490959	MAY 31, 1994	\$52,847
CNW 490960	MAY 19, 1994	\$52,847
CNW 490961	MAY 31, 1994	\$52,847
CNW 490962	MAY 19, 1994	\$52,847
CNW 490963	MAY 31, 1994	\$52,847
CNW 490964	MAY 31, 1994	\$52,847
CNW 490965	MAY 31, 1994	\$52,847
CNW 490966	MAY 19, 1994	\$52,847
CNW 490967	MAY 19, 1994	\$52,847
CNW 490968	MAY 31, 1994	\$52,847
CNW 490969	MAY 19, 1994	\$52,847
CNW 490970	MAY 19, 1994	\$52,847

## SCHEDULE 1

MAY 31, 1994

## UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 490971	MAY 31, 1994	\$52,847
CNW 490972	MAY 31, 1994	\$52,847
CNW 490973	MAY 31, 1994	\$52,847
CNW 490974	MAY 16, 1994	\$52,847
CNW 490975	MAY 19, 1994	\$52,847
CNW 490976	MAY 31, 1994	\$52,847
CNW 490977	MAY 19, 1994	\$52,847
CNW 490978	MAY 31, 1994	\$52,847
CNW 490979	MAY 19, 1994	\$52,847
CNW 490980	MAY 31, 1994	\$52,847
CNW 490981	MAY 19, 1994	\$52,847
CNW 490982	MAY 19, 1994	\$52,847
CNW 490983	MAY 31, 1994	\$52,847
CNW 490984	MAY 31, 1994	\$52,847
CNW 490985	MAY 31, 1994	\$52,847
CNW 490986	MAY 16, 1994	\$52,847
CNW 490987	MAY 16, 1994	\$52,847
CNW 490988	MAY 16, 1994	\$52,847
CNW 490989	MAY 31, 1994	\$52,847
CNW 490990	MAY 31, 1994	\$52,847
CNW 490991	MAY 31, 1994	\$52,847
CNW 490992	MAY 31, 1994	\$52,847
CNW 490993	MAY 31, 1994	\$52,847
CNW 490994	MAY 31, 1994	\$52,847
CNW 490995	MAY 31, 1994	\$52,847
CNW 490996	MAY 31, 1994	\$52,847
CNW 490997	MAY 31, 1994	\$52,847
CNW 490998	MAY 31, 1994	\$52,847
CNW 490999	MAY 31, 1994	\$52,847

TOTAL UNITS OF EQUIPMENT	167
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TOTAL EQUIPMENT COST	\$8,825,449
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